



ROBERT B. TAYLOR
Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2728
<http://probation.co.la.ca.us>



May 17, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT 2005-1248 BETWEEN THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA, IRVINE AND THE COUNTY OF LOS ANGELES
PROBATION DEPARTMENT (PROBATION)
(ALL SUPERVISORIAL DISTRICTS) (3 VOTE)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached agreement (Number 2005-1248) between the University of California, Irvine (UCI) and the County of Los Angeles Probation Department effective the day after Board approval through December 31, 2007, to continue participating in a research project entitled "Outcomes For Probationers with Mental Illness".
2. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the current contract after approval by County Counsel, if there is a need to continue to participate in the study.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of the attached agreement to provide reciprocal indemnification for the parties (Probation and UCI). The research project has been in progress since June 9, 2005, and will be ongoing. In the past, these types of research projects have taken place without formal agreements; however, UCI has requested a formal agreement to provide reciprocal indemnification for both parties for this particular project. Consequently, the proposed agreement was negotiated with UCI with an effective date following Board approval.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Countywide Strategic Plan Goal #3: Organizational Effectiveness.

FISCAL IMPACT/FINANCING:

This agreement will indemnify and defend both parties as specified and acknowledges any financial obligations incurred as a result of the study.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under the proposed agreement, Probation will continue to provide UCI access to its facilities, including the East San Fernando Valley, Long Beach, Pomona, Santa Monica, Crenshaw, Centinela, South Central and Firestone Area Offices to perform the study. Probation will participate and perform the tasks which include enlisting participants, adult probationer reviews, and Deputy Probation Officer surveys. The study is designed to work toward evidence-based practices in probation and mental health matters. One of the primary goals of the study is to determine whether specialty mental health caseloads are more effective than traditional caseloads in reducing probationer's symptoms and improving their likelihood of successfully completing probation. The proposed agreement will be ongoing until the research study is completed.

Respectfully submitted,



Robert B. Taylor
Chief Probation Officer

RBT:yy

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- c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 County Counsel

**MEMORANDUM OF UNDERSTANDING
OFF-SITE RESEARCH AGREEMENT 2005-1248
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
IRVINE CAMPUS (UNIVERSITY)
AND
LOS ANGELES COUNTY PROBATION DEPARTMENT
(COLLABORATING INSTITUTION)**

This Memorandum of Understanding (hereinafter "Agreement") is entered into effective this _____ day of _____ 2007 (the Effective Date) by and between The Regents of the University of California, a corporation of the State of California, on behalf of its Irvine campus (hereinafter referred to as "University") and Los Angeles County Probation Department (hereinafter referred to as "Collaborating Institution"). Jennifer L. Skeem, PH.D., a UCI Investigator in the Department of Social Ecology, has asked the Collaborating Institution to participate in a research project entitled "Outcomes for Probationers with Mental Illness" (hereinafter "Study"). This Agreement sets forth Collaborating Institution's agreement to participate, the expectations of the University, and the University's indemnification provisions for participation in this project. Collaborating Institution agrees not to use the names of University or its employees in any advertisement, press release or publicity with reference to this Agreement without the prior written approval of University.

PROBATION RESPONSIBILITIES

Collaborating Institution agrees:

- To grant the University access to the Collaborating Institution's facilities that may include the East San Fernando Valley, Long Beach, Pomona, Santa Monica, Crenshaw, Sentinela, South Central and Firestone Area Offices to perform the Study.
- To participate and perform the tasks to the best of their abilities and as resources allow as specifically described by the UCI Investigator, which includes participant recruitment, electronic and hard copy reviews of records, probationer reviews, and Probation Officer surveys.
- To abide by the Department of Health and Human Services regulations for the Protection of Human Research Subjects (45CFR690), and Collaborating Institution will certify that it has adequate facilities (including emergency services as necessary) in which to conduct this project;
- That individuals will not be required to participate; and

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OFF-SITE RESEARCH AGREEMENT 2005-1248
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THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, IRVINE CAMPUS RESPONSIBILITIES

University agrees to use the Collaborating Institution's facilities for the purpose of conducting the Study, which Study activities include:

- Recruiting and interviewing adult probationers;
- Enlisting deputy probation officers and administering a survey about their probationers who are in the study; and
- Conducting reviews of probationers' records upon probationers' written permission

Any questions regarding this Agreement should be directed to Cynthia Wells, Contracts Officer, Office of Research Administration, at (949) 824-9015. Any questions regarding the project requirements should be directed to the UCI Investigator at (949) 824-3782. Any questions regarding federal or UCI requirements relevant to human subjects, should be directed to the Institutional Review Board Administrative Office at (949) 824-7114.

INDEMNIFICATION

- To defend, indemnify and hold University, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Collaborating Institution, its officers, agents, or employees.
- To defend, indemnify and hold Collaborating Institution, its officers, agents and employees, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

CONFIDENTIALITY

Collaborating Institution and University shall continue to maintain the confidentiality of all records and information relating to adult and juvenile participants under this Agreement. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality. Collaborating Institution and University shall inform all managers, supervisors, employees, and contractor providers providing services of all confidentiality provision of this Agreement.

Except as otherwise required by law, in no case shall records or information pertaining to participants be disclosed to any person except designated county/contractor employees without the written permission of a probation director or authorized representative.

EMPLOYEE CRIMINAL RECORDS AND NOTICE

As a condition of participation, University shall include the following language in any and all contracts with third parties, referred to as CONTRACTOR/PROVIDER below and shall facilitate any Probation activities with regard to CONTRACTOR/PROVIDER referred to hereunder:

CONTRACTOR/PROVIDER shall be responsible for ongoing implementation and monitoring of subsections 1 through 6, on at least a quarterly basis. CONTRACTOR/PROVIDER shall report, in writing, monitoring results to Probation and University indicating compliance of problem areas. Elements of monitoring report shall receive prior written approval from Probation and University.

1. No personnel employed by the CONTRACTOR/PROVIDER for conducting this Study, having access to Probation and University information or records shall have a criminal conviction record or pending criminal trial unless such information has been full disclosed and employment of the employee for this program is approved (in writing) by Probation.
2. No personnel employed by CONTRACTOR/PROVIDER for this Study shall be on active probation or parole currently or within the last three years.
3. CONTRACTOR/PROVIDER and employees of the CONTRACTOR/PROVIDER conducting the Study shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to Probation and University.
4. Because Probation is charged by the State for checking the criminal records of CONTRACTOR/PROVIDER employees, Los Angeles County Probation will bill CONTRACTOR/PROVIDER to recover expense. The current amount is \$32.00 per record check which is subject to change by the State."

TERM OF AGREEMENT

The term of the Agreement shall begin upon the Effective Date and shall continue through December 31, 2007, unless extended by mutual written agreement of the parties. This Agreement may be amended by mutual written consent of both parties.

This Agreement may be terminated at any time, without cost, by either party upon giving at least thirty (30) days prior written notice thereof to the other. This Agreement may be immediately terminated if funding becomes unavailable.

Should this Agreement require modification, changes will be added by mutual agreement of both shown below. The Agreement may be cancelled by initiating a Notice of Termination within thirty (30) days of issuance; this Document shall include the reasons for termination.

By their signatures, the undersigned indicate acceptance of the terms and conditions expressed herein.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By *Lee Yaroslowsky*
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI,
Executive Officer and Clerk
Board of Supervisors

By *Michael D. Capillo*
Deputy



UNIVERSITY: THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA, IRVINE CAMPUS

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Michael D. Capillo*
Deputy

By *Cynthia Weiss*
Name

Principal Contract & Grant Officer

Typed or Printed Name

Title
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

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MAY 29 2007

By _____
Gordon W. Trask
Principal Deputy
County Counsel

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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MAY 29 2007